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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
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9 ORANGE COUNTY COASTKEEPER, a
10 California non-profit corporation,

11 Plaintiff,

12 v.
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14 HIXSON METAL FINISHING, a California
15 corporation; FPC Management LLC, a
16 California limited liability company; Reid
17 Washbon, an individual, as Trustee of the
18 Reid Washbon Trust,

19 Defendants.
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Civil Case No.: 8:22-cv-00932-JVS
(DFMx)

**THIRD AMENDMENT TO
CONSENT DECREE [33]**

**(Federal Water Pollution Control
Act, 33 U.S.C. §§ 1251 *et seq.*)**

1 **THIRD AMENDMENT TO CONSENT DECREE**

2 The following Third Amendment to the Consent Decree (this “Third
3 Amendment”) is entered into by and among Plaintiff Orange County Coastkeeper
4 (“Coastkeeper”) and Defendants Hixson Metal Finishing, FPC Management LLC, and
5 Reid Washbon, Trustee of the Reid Washbon Trust (collectively, “Defendants”). The
6 entities entering into this Third Amendment are each an individual “Settling Party” and
7 collectively the “Settling Parties.”

8 **RECITALS**

9 **A. WHEREAS**, Coastkeeper is a non-profit public benefit corporation
10 organized under the laws of the State of California;

11 **B. WHEREAS**, Coastkeeper’s mission is to protect swimmable, drinkable,
12 fishable water and promote watershed resilience throughout our region;

13 **C. WHEREAS**, Hixson Metal Finishing is a metal finishing and non-
14 destructive testing facility servicing the aerospace and defense industries;

15 **D. WHEREAS**, FPC Management LLC owns the real property underlying a
16 portion of Hixson’s industrial operations conducted at 861 Production Place, Newport
17 Beach, CA 92663;

18 **H. WHEREAS**, the real property underlying a portion of Hixson’s
19 industrial operations conducted at 816 Production Place, Newport Beach, CA 92663 is
20 owned by the Reid Washbon Trust, and Mr. Reid Washbon is the trustee;

21 **I. WHEREAS**, Defendants own real property and/or operate a metal
22 finishing and testing facility at 816 and 817-861 Production Place, Newport Beach,
23 California 92663 (the “Facility”);

24 **J. WHEREAS**, Defendants’ operations at the Facility result in discharges
25 of pollutants into waters of the United States and are regulated by the Clean Water Act
26 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

27 **K. WHEREAS**, the Parties entered into a Consent Decree entered by this
28 Court on December 2, 2022;

L. WHEREAS, the Parties entered into a First Amendment to Consent Decree entered by this Court on January 27, 2023;

M. WHEREAS, the Parties entered into a Second Amendment to Consent Decree entered by this Court on December 7, 2023;

N. WHEREAS, since May 2023 Hixson has diligently sought to obtain permits from local government agencies approving the Advanced BMPs set forth in the Consent Decree in the form of a stormwater treatment system

O. WHEREAS final approval and issuance of permits from these agencies has not yet been attained, and

P. WHEREAS, the Settling Parties have agreed that modifying the deadline to comply with certain obligations of the Consent Decree is in their mutual interest and in furtherance of the goals of the Clean Water Act.

AGREEMENT

NOW THEREFORE, it is hereby stipulated between the Settling Parties that the following amendments to the Consent Decree, attached hereto as Exhibit A along with the previously executed First Amendment to Consent Decree and Second Amendment to Consent Decree, be made:

1. The final sentence of Paragraph 12.3 of the Consent Decree shall be amended to read as follows:

“Hixson shall complete construction or installation of the Advanced BMPs in accordance with the BMP Work Plan by no later than December 1, 2023 (the “Preferred BMP Deadline”), April 15, 2024 (the “Extended Preferred BMP Deadline”) or June 30, 2025 (the “Revised Outside BMP Deadline”).”

2. Paragraph 31.2 of the Consent Decree shall be replaced and restated in its entirety as follows:

“31.2 If Hixson is unable to meet the Preferred BMP Deadline, Hixson will make an additional payment of Five Thousand Dollars (\$5,000) to the United States Treasury as payment for civil penalties associated with violations of the CWA alleged by

1 Coastkeeper and to address all subsequent actions taken by Hixson to comply with the
2 terms of this Consent Decree. The payment shall be within thirty days of entry by the
3 Court of this Third Amendment. The payment to the United States Treasury shall be
4 made in accordance with provided payment instructions referencing this Consent Decree.
5 Hixson shall provide Coastkeeper with a copy of such payment and copy Coastkeeper
6 and its attorneys on any related correspondence.”

7 3. All other provisions of the Consent Decree shall remain in full force
8 and effect, unaltered by this Third Amendment.

9 **IN WITNESS WHEREOF**, the undersigned have executed this Third
10 Amendment as of the date first set forth below.

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12 **APPROVED AS TO CONTENT**

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14 Dated: December 20, 2024

By: Garry Brown
Garry Brown
Orange County Coastkeeper

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18 Dated: 12-08, 2024

By: Douglas C. Greene
Name: Douglas C. Greene
Title: President, Hixson Metal Finishing

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22 Dated: 1-14-25, 2025

By: Karambir Bhullar
Name: Karambir Bhullar, Co-Trustee
Bhullar Trust dtd 10-17-01 as successor to
Adam Mikkelsen, Manager
FPC Management LLC

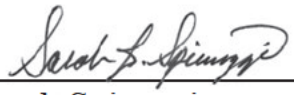
23
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27 Dated: 12-30, 2024

By: Reid Washbon
Name: Reid Washbon
Title: Trustee, Reid Washbon Trust

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6 APPROVED AS TO FORM


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8 Dated: December 20, 2024

ORANGE COUNTY COASTKEEPER

9 
10 Sarah Spinuzzi
11 Attorney for Plaintiff
12 Orange County Coastkeeper

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14 Dated: January 14, 2025

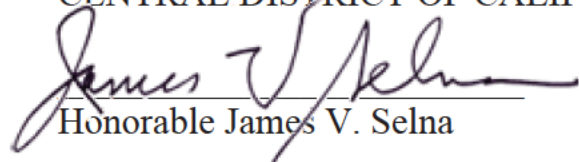
STILES POMEROY LLP

15 By: 
16 Name: Charles H. Pomeroy
17 Title: Attorney for Defendants

18 **IT IS SO ORDERED.**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

19 Dated: January 28, 2024

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21 Honorable James V. Selna
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